

EXHIBIT “A”

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

FRANCHISE GROUP, INC., *et al.*¹

Debtors.

Chapter 11

Case No. 24-12480 (LSS)

Jointly Administered

Hearing Date: May 6, 2025, at 11:30 a.m. ET

Objection Deadline: April 23, at 4:00 p.m. ET

**DECLARATION OF LISAMARIE MCGILL IN SUPPORT OF MOTION OF
GRANITE TELECOMMUNICATIONS, LLC FOR ALLOWANCE
AND PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

I, Lisamarie McGill, under penalty of perjury, declare as follows:

1. I am above the age of eighteen (18) years, competent to make this declaration, and do so based on my personal knowledge and the facts stated herein.

2. I am a Credit Collections Manager for Granite, and I have served in this role for close to twenty-five (25) years.

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of their U.S. federal tax identification numbers, to the extent applicable, are Franchise Group, Inc. (1876), Freedom VCM Holdings, LLC (1225), Freedom VCM Interco Holdings, Inc. (2436), Freedom Receivables II, LLC (4066), Freedom VCM Receivables, Inc. (0028), Freedom VCM Interco, Inc. (3661), Freedom VCM, Inc. (3091), Franchise Group New Holdco, LLC (0444), American Freight FFO, LLC (5743), Franchise Group Acquisition TM, LLC (3068), Franchise Group Intermediate Holdco, LLC (1587), Franchise Group Intermediate L, LLC (9486), Franchise Group Newco Intermediate AF, LLC (8288), American Freight Group, LLC (2066), American Freight Holdings, LLC (8271), American Freight, LLC (5940), American Freight Management Company, LLC (1215), Franchise Group Intermediate S, LLC (5408), Franchise Group Newco S, LLC (1814), American Freight Franchising, LLC (1353), Home & Appliance Outlet, LLC (n/a), American Freight Outlet Stores, LLC (9573), American Freight Franchisor, LLC (2123), Franchise Group Intermediate B, LLC (7836), Buddy's Newco, LLC (5404), Buddy's Franchising and Licensing LLC (9968), Franchise Group Intermediate V, LLC (5958), Franchise Group Newco V, LLC (9746), Franchise Group Intermediate BHF, LLC (8260); Franchise Group Newco BHF, LLC (4123); Valor Acquisition, LLC (3490), Vitamin Shoppe Industries LLC (3785), Vitamin Shoppe Global, LLC (1168), Vitamin Shoppe Mariner, LLC (6298), Vitamin Shoppe Procurement Services, LLC (8021), Vitamin Shoppe Franchising, LLC (8271), Vitamin Shoppe Florida, LLC (6590), Betancourt Sports Nutrition, LLC (0470), Franchise Group Intermediate PSP, LLC (5965), Franchise Group Newco PSP, LLC (2323), PSP Midco, LLC (6507), Pet Supplies "Plus", LLC (5852), PSP Group, LLC (5944), PSP Service Newco, LLC (6414), WNW Franchising, LLC (9398), WNW Stores, LLC (n/a), PSP Stores, LLC (9049), PSP Franchising, LLC (4978), PSP Subco, LLC (6489), PSP Distribution, LLC (5242), Franchise Group Intermediate SL, LLC (2695), Franchise Group Newco SL, LLC (7697), and Educate, Inc. (5722). The Debtors' headquarters is located at 109 Innovation Court, Suite J, Delaware, Ohio 43015.

3. I submit this declaration in support of the Motion of Granite Telecommunications, LLC for Allowance and Payment of Administrative Expense Claim.²

4. Granite is the nation's largest competitive local exchange carrier, providing, at competitive prices, voice and data services to its customers that it obtains from established service providers across North America. Granite offers access solutions tailored to its customers' business needs, and offers its customers consolidated billing and easy portability and management of voice and data services to account for changes in its customers' businesses.

5. Granite and American Freight are parties to a pre-petition executory contract executed on or around September 30, 2011, as since amended (the "Contract"),³ pursuant to which Granite provided and continues to provide voice and data services to American Freight.

6. On November 3, 2024, Franchise Group, Inc. ("Franchise Group") and numerous affiliates (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court.

7. The Debtors remain in possession of their property and continue to operate and manage their business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Order Directing Joint Administration of Chapter 11 Cases entered by the Court on November 5, 2024, in each of the Chapter 11 Cases. *See* D.I. 88.

² All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

³ The Contract includes, but is not limited to, the Master Services Agreement entered into on September 30, 2011, the Adoption Agreement, dated as of August 22, 2018, Amendment 2 to the Master Services Agreement, dated as of July 1, 2019, Amendment 3 to the Master Services Agreement, dated as of December 2019, Amendment 4 to the Master Services Agreement, dated as of January 11, 2022, Amendment 5 to the Master Services Agreement, dated as of August 24, 2022, Amendment 6 to the Master Services Agreement, dated as of April 19, 2023, and Amendment No. 7 to the Master Services Agreement, dated as of October 11, 2024.

9. For months since the Petition Date, Granite has continued to provide voice and data services to American Freight, communicating regularly with American Freight to ensure payment for services provided by Granite and to handle administrative management of the provision of services under the Contract.

10. As of the Petition Date, Granite was providing voice and data services to American Freight at approximately three hundred and eighty (380) locations.

11. The Debtors requested services at all but thirty-four (34) of the American Freight stores to be disconnected as of December 31, 2024. *See* Motion, Exhibit “B”.

12. On April 8, 2025, American Freight requested for Granite to disconnect the remaining services at the remaining thirty-four (34) locations. *See id.*

13. As of April 9, 2025, the Debtors owe \$5,848,302.51 to the Debtors, comprised of the following amounts:

Account Number	Invoice No.	Invoice Date	Original Invoice Amount	Remaining Invoice Balance
04001072	692845830	4/1/2025	\$1,880.15	\$1,880.15
04001072	688563635	3/1/2025	\$6,787.21	\$6,787.21
04001072	684153994	2/1/2025	\$2,019,171.13	\$2,004,188.64
04722562	692855492	4/1/2025	\$13,689.42	\$13,689.42
04722562	688570886	3/1/2025	\$12,139.43	\$12,139.43
04722562	684163946	2/1/2025	\$3,371,946.56	\$3,359,415.73
04722562	676978374	1/1/2025	\$457,358.63	\$444,827.80
04722562	668242972	11/1/2024	\$200,469.13	\$5,374.13
TOTAL:				\$5,848,302.51

14. Having reviewed the American Freight accounts listed in the above chart and all invoices underlying such chart, I attest that the amounts charged to American Freight in such invoices were proper and according to the terms of the Contract between Granite and American Freight, and the cited “Remaining Invoice Balance” for each invoice is correct.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: April 9, 2025

/s/ Lisamarie McGill
Lisamarie McGill
Credit Collections Manager
Granite Telecommunications, LLC
1 Heritage Drive
Quincy, MA 02171